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Attorney for the Division of Consumer Affairs

**FILED**

JUN 24 2004

Division of Consumer Affairs

By: Susan Carboni  
Deputy Attorney General  
Telephone:(973) 648-2894

STATE OF NEW JERSEY  
DEPARTMENT OF LAW & PUBLIC SAFETY  
DIVISION OF CONSUMER AFFAIRS

IN THE MATTER OF

FATHER & SON MOVING  
& STORAGE, OF NEW JERSEY, INC.

ADMINISTRATIVE ACTION

Consent Order

This matter was opened to the Division of Consumer Affairs ("the Division") upon receipt of nine complaints alleging violations of the Public Movers and Warehousemen's Act N.J.S.A. 45:14D-1 et seq. and the regulations promulgated pursuant thereto N.J.A.C. 13:44D-1 et seq. ("the statute and regulations") against Father & Son Moving & Storage, Inc. ("the Respondent"). These complaints concerned a move from Newark to Livingston that took place on July 12, 2003 (Simmons); a move from Morristown to Whippany that took place on June 28, 2002 (Nowadly); a move within Nutley, with an extra pick up in Hasbrouck Heights that took place on July 31, 2002 (Lohf); a move from Cranford to Westfield that took place on August 9, 2002 (Carrier); a move from Edison to Union that took place on January 30, 2003 (Broske); a move from Orange to Newark that took place on March 29, 2003 (Reed); a move from Bedminster to Mountainside that took place on January 23, 2003 (Komishane/Richman); a move from Irvington to Woodbridge that took place on July 7, 2003 and August 3, 2003 (Lee); a move from Secaucus to Clifton that took place on August 13 and 14, 2003 (Kavanagh); a move from Lyndhurst to North Arlington that took place on June 30, 2003 (Massa); a move within Belleville that took place on August 23, 2003 (Valentin); and a move from Newark to storage in Bloomfield that took



place on December 31, 2003 (Jean-Marie).

The Division has ascertained that Respondent acted in violation of the statute and regulations in the course of these moves, in that, on more than four occasions Respondent performed moves without having previously performed a physical survey of the property to be moved in violation of N.J.A.C. 13:44D-4.1(a) (2), including, on one of these occasions, further violation of this regulation by failing to issue an estimated cost of service form. In addition on two occasions, Respondent failed to issue a complete bill of lading in violation of N.J.A.C. 13:44D-4.1(b); on one occasion, issued an order for service on the same day as the move in violation of N.J.A.C. 13:44D-4.1(a)(3); on one occasion, advertised in the Elizabeth Area Verizon Yellow Pages for March 2003 without including a complete business address, in violation of N.J.A.C. 13:44D-2.5(a); and on one occasion, deviated from the filed tariff by including a fuel surcharge on the amount billed to the consumer, in violation of N.J.A.C. 13:44D-3.1(e). These violations subject Respondent to sanctions pursuant to N.J.S.A. 45:14D-16 and 45:14D-23. Moreover, Respondent has previously been cited by the Division and/or the Board of Public Movers and Warehousemen for the following: deviation from tariff (six prior offenses); failure to perform physical survey (four prior offenses); advertising (one prior offense). These prior offenses subject Respondent to subsequent offense sanctions pursuant to N.J.S.A. 45:14D-16.

It appearing that Respondent does not wish to contest this matter and that both parties are desirous of avoiding litigation and have agreed to the entry of this Order, and for good cause shown,

IT IS on this 24 day of, June 2004

ORDERED and AGREED that:

1. Respondent shall cease and desist from further violations of N.J.A.C. 13:44D-4.1 (b), failing to issue complete bill of lading; N.J.A.C. 13:44D-4.1(a) (2), failing to perform a physical survey prior to issuance of the estimated cost of services form, and at least one day prior to the move, and failing to issue the estimated cost of services form; N.J.A.C. 13:44D-4.1(a)3, failing to issue the order for service at least one day prior to the move; and N.J.A.C. 13:44D-2.5(a), failing to include the licensee's complete business address in advertisements; and N.J.A.C. 13:44D-3.1(e), deviation from tariff.

2. Respondent agrees to submit to and be bound by the decision of an arbitrator of the Alternate Dispute Resolution Unit, Division of Consumer Affairs, with respect to the \_\_\_\_\_. For any consumer complaints where a private action has not been filed, Respondent shall also submit to and be bound by the final ruling of a neutral arbitrator after an arbitration hearing, with respect to all consumer complaints not yet known to either party, arising prior to the date of entry of this Order. Respondent further submits to, and agrees to be bound by,



place on December 31, 2003 (Jean-Marie).

The Division has ascertained that Respondent acted in violation of the statute and regulations in the course of these moves, in that, on more than four occasions Respondent performed moves without having previously performed a physical survey of the property to be moved in violation of N.J.A.C. 13:44D-4.1(a) (2), including, on one of these occasions, further violation of this regulation by failing to issue an estimated cost of service form. In addition on two occasions, Respondent failed to issue a complete bill of lading in violation of N.J.A.C. 13:44D-4.1(b); on one occasion, issued an order for service on the same day as the move in violation of N.J.A.C. 13:44D-4.1(a)(3); on one occasion, advertised in the Elizabeth Area Verizon Yellow Pages for March 2003 without including a complete business address, in violation of N.J.A.C. 13:44D-2.5(a); and on one occasion, deviated from the filed tariff by including a fuel surcharge on the amount billed to the consumer, in violation of N.J.A.C. 13:44D-3.1(e). These violations subject Respondent to sanctions pursuant to N.J.S.A. 45:14D-16 and 45:14D-23. Moreover, Respondent has previously been cited by the Division and/or the Board of Public Movers and Warehousemen for the following: deviation from tariff (six prior offenses); failure to perform physical survey (four prior offenses); advertising (one prior offense). These prior offenses subject Respondent to subsequent offense sanctions pursuant to N.J.S.A. 45:14D-16.

It appearing that Respondent does not wish to contest this matter and that both parties are desirous of avoiding litigation and have agreed to the entry of this Order, and for good cause shown,

IT IS on this \_\_\_\_\_ day of, \_\_\_\_\_ 2004

ORDERED and AGREED that:

1. Respondent shall cease and desist from further violations of N.J.A.C. 13:44D-4.1 (b), failing to issue complete bill of lading; N.J.A.C. 13:44D-4.1(a) (2), failing to perform a physical survey prior to issuance of the estimated cost of services form, and at least one day prior to the move, and failing to issue the estimated cost of services form; N.J.A.C. 13:44D-4.1(a)(3), failing to issue the order for service at least one day prior to the move; and N.J.A.C. 13:44D-2.5(a), failing to include the licensee's complete business address in advertisements; and N.J.A.C. 13:44D-3.1(e), deviation from tariff.

~~FOR ANY COMPLAINTS NOT WITHIN THE JURISDICTION OF A COURT,~~  
2. Respondent agrees to submit to and be bound by the decision of an arbitrator of the Alternate Dispute Resolution Unit, Division of Consumer Affairs, with respect to the Valentin, Jean-Marie, Broske, and Reed complaints. Respondent shall also submit to and be bound by the final ruling of a neutral arbitrator after an arbitration hearing, with respect to all consumer complaints not yet known to either party, arising prior to the date of entry of this Order. Respondent further submits to, and agrees to be



bound by, the decision of the arbitrator of the Alternate Dispute Resolution Unit, Division of Consumer Affairs, with respect to any consumer complaint arising within one year from the date of execution of this Order. Respondent further agrees to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14 and the New Jersey Tort Claims Act, N.J.S.A. 59:10A-1 et seq. Any and all monies that Respondent is required to pay to any consumer pursuant to the decision of the arbitrators described herein shall be paid by Respondent within 10 days of the date of said decision. Any failure of Respondent to comply in a complete and timely manner with the requirements contained in this paragraph may be deemed to constitute occupational misconduct under N.J.S.A. 45:14D-7(f), as well as a violation of this Order, subject to Respondent being able to present all applicable defenses, and may subject Respondent to any and all remedies available to the Division of Consumer Affairs under N.J.S.A. 45:14D-1 et seq.

*De*  
**AND  
AFTER  
A HEARING**

3. Respondent shall pay a civil penalty in the amount of \$18,000. The initial payment shall be in the amount of \$10,000 in the form of a certified check or money order, made payable to the Division of Consumer Affairs, and mailed to:

State of New Jersey  
Office of Consumer Protection  
Case Management Tracking, P.O. Box 45025  
Newark, New Jersey 07101

This payment is due on June 24, 2004. The remaining balance of \$8000 shall be paid in four monthly installments of \$2000, the first installment due on the seventh day of July 7, 2004, and continuing every month thereafter through and including October 7, 2004. In the event that any installment payment hereunder is not made within fifteen (15) days of its due date, all unpaid amounts due and payable under this Consent Order shall immediately be accelerated and deemed due and payable immediately without the need for notice or presentment, with interest calculated in accordance with R. 4:42-11 from the date of default, and with the State's cost of collection. In addition to the relief provided for in this paragraph, this default shall also entitle the Division to make application to a court of competent jurisdiction for an order directing compliance and any other relief in aid of litigant's rights, including the imposition of attorney's fees for said application, or to make any other application as provided by law.

*De*  
**REASONABLE**

4. The parties represent that an authorized representative of each has signed this Consent Order with full knowledge, understanding and acceptance of its terms and that this person has done so with authority to legally bind the respective party.

5. This Consent Order constitutes the entire agreement between the parties with respect to its subject matter. Any addition, deletion or change to this Consent Order must be in writing and signed by the parties.



6. Nothing contained in this Consent Order shall be construed to limit or affect the rights of any persons or entities who are not parties to this agreement with respect to any of the matters contained herein. **EXCEPT THAT IF A CLAIMANT CHOOSES TO RESOLVE A DISPUTE THROUGH ADR, THAT CLAIMANT AGREES TO BE BOUND BY THE DECISION OF THE ARBITRATION SUBJECT TO THE SAME GUIDELINES AND APPLICABLE STATUTES AS RESPONDENT**

7. Any further violation of the statute and/or regulations governing moving and warehousing in the State of New Jersey, which violation has already been addressed in this and/or prior Consent Orders, may subject Respondent to enhanced penalties pursuant to N.J.S.A. 45:14D-16 and/or N.J.S.A. 45:14D-23.

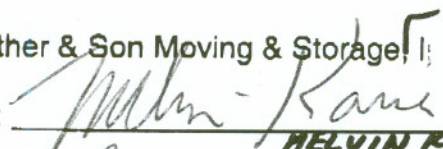
8. If any provision of this Consent Order or the application thereof to any person or circumstance shall to any extent be subsequently found invalid or unenforceable, the remainder of this Consent Order or the application thereof to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Consent Order shall be valid and enforceable to the fullest extent permitted by law.

9. This Consent Order constitutes a final agency order and shall be effective upon filing. It resolves all complaints known to the Division as of JUNE 24, 2004.

  
Reni Erdos, Director  
Division of Consumer Affairs

I have read and understood the terms of this Order agree on behalf of Father & Son Moving & Storage Inc. to be bound by the terms of this Order.

**OF NEW JERSEY, INC.**

Father & Son Moving & Storage, Inc. **OF NEW JERSEY, INC.**  
By:   
Title: PRE-S **HELVIN KAISER**  
Dated: 6/24/04  
**FATHER & SON MOVING & STORAGE OF NEW JERSEY, INC.**

Consent as to form:

  
Donna M. Russo, Esq.

Dated: 6/24/04